

General purchasing conditions (GPCs)



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1. Conditions of application

- 1.1 These General Terms and Conditions (GTCs) form an integral part of any ORDER placed for goods or services and any purchase CONTRACT concluded with companies of the Groupe E group (hereinafter referred to as “the CLIENT”), these being hereinafter referred to as the ORDER or the CONTRACT. Companies of the Groupe E group means any company incorporated under Swiss law directly or indirectly managed by the group and consolidated in its financial statements.
- 1.2 For the purposes of these GTCs, “DELIVERY” refers to the goods or services stipulated in the ORDER or the CONTRACT. “SUPPLIER” may also refer to the service provider.
- 1.3 Any deviations from these GTCs shall only be valid if approved by the CLIENT in writing. If the CLIENT notifies the SUPPLIER of any other specific general terms and conditions applicable to a particular service or delivery these shall apply and take precedence over the present General Terms and Conditions, particularly in the event of any contradictions.
- 1.4 By accepting the ORDER, the SUPPLIER accepts that these GTCs apply exclusively and acknowledges having received from the CLIENT all details needed in sufficient clarity to supply the agreed goods or services.
- 1.5 Norm SIA 118 applies to all contracts concluded between companies of the Groupe E group and any other group company where such agreements relate to works being carried out.

2. Protection of employees

- 2.1 For DELIVERIES delivered in Switzerland the SUPPLIER must comply with the provisions governing the protection of employees and working conditions applicable at the place the DELIVERY is to be delivered, including in particular equal pay for men and women.
- 2.2 If the SUPPLIER employs more than 50 staff and has sales in excess of CHF 50,000 with the CLIENT, by entering into business relations with the CLIENT the SUPPLIER gives a solemn undertaking that it and any sub-contractors shall comply with the Swiss legislation on

equal pay for men and women. The SUPPLIER must provide a written declaration to this effect on request from the CLIENT.

- 2.3 The CLIENT also reserves the right to request further evidence that equal pay for men and women is being applied correctly depending on the significance of the ORDER or the size of the SUPPLIER.
- 2.4 In the event of proven sexual discrimination by the SUPPLIER the CLIENT reserves the right to reject or cancel the ORDER or terminate the contract in place with the SUPPLIER with immediate effect. DELIVERIES delivered up to the time the ORDER is withdrawn will be paid for. The CLIENT reserves the right to delete the SUPPLIER from its panel for a period of five years.

3. Technical documents

- 3.1 Once the ORDER has been placed the SUPPLIER must supply the CLIENT with three copies of the documents needed to install, operate and maintain the DELIVERIES.
- 3.2 Once acceptance tests have been completed the SUPPLIER must update these documents as necessary.
- 3.3 All documents provided to the SUPPLIER by the CLIENT must be returned as soon as possible on request.

4. Quality of the DELIVERY

- 4.1 If the ORDER does not specify any other regulations or norm the DELIVERY must meet the regulations of the Association of Swiss Electrical Companies (AES), the Stipulations of Electricity Distributors (PDIE), the Norm on Low-voltage Installations (NIBT) and the Swiss Association for Standardization (SNV).
- 4.2 The DELIVERY must comply with the state of the art; it must reflect the latest technical developments and ensure the equipment in which it is to be installed works perfectly with the highest possible level of safety.
- 4.3 Construction and installation must be designed and carried out so as to minimise maintenance and servicing.



- 4.4 The DELIVERY must also comply with all applicable official regulations, be they federal, cantonal or municipal.
- 4.5 The CLIENT reserves the right to carry out quality controls at the SUPPLIER and the SUPPLIER undertakes to provide access to its premises by arrangement.

5. Contacting the parties involved

- 5.1 Subject to advance notice, the SUPPLIER must appoint a representative duly authorised to execute the necessary legal transactions.
- 5.2 The SUPPLIER must make contact with any other suppliers involved in the same project for the CLIENT in good time to ensure provision of services takes place smoothly. The CLIENT must be kept informed of these contacts and will settle any disputes.

6. Schedule and deadlines

- 6.1 On request from the CLIENT the SUPPLIER must provide a detailed schedule for the manufacture of the equipment and, where applicable, its installation.
- 6.2 The contractual deadline for performance runs from the date the CONTRACT is concluded or the date the SUPPLIER receives the order from the CLIENT.
- 6.3 On expiry of the contractual deadline for performance the SUPPLIER warrants that:
 - for deliveries of equipment, it will be supplied to the place of delivery.
 - for deliveries of works (assembly), these will be completed and ready for acceptance testing.
- 6.4 The CLIENT reserves the right to change the place of delivery for supplies at any reasonable time. The price of the order may only be changed in such cases to allow for the change in the cost of transport.
- 6.5 The SUPPLIER must deliver the equipment or complete the works commissioned within the deadline set in the ORDER or the CONTRACT. The SUPPLIER shall be liable for any delay, including those attributable to its sub-contractors. Expiry of the dead-

line shall be deemed formal notice for the purposes of Article 102 of the Code of Obligations (CO).

- 6.6 In the event of delay at the SUPPLIER or its sub-contractors for miscellaneous reasons, including force majeure (Articles 97ff CO), the SUPPLIER must inform the CLIENT immediately. The CLIENT reserves the right to reject requests for an extension if events such as those mentioned above have not been notified along with the requisite explanations and supporting evidence within 15 days of occurrence, or if it determines the SUPPLIER did not make its best efforts to limit the effects thereof.
- 6.7 In the event that delivery deadlines set in the order are missed or delivery is incomplete the SUPPLIER shall automatically incur arrears penalties without prejudice to the other rights of the CLIENT.
- 6.8 Unless stipulated otherwise, the arrears penalty is equal to 0.5% of the total price of the order per day of delay up to a maximum of 10% of this price. This shall be due even if some of the goods or service have been accepted without reserve. Payment of the arrears penalty does not release the SUPPLIER from its other obligations.
- 6.9 The CLIENT reserves the right to refuse any delivery delayed beyond the deadline set and abandon the ORDER without prejudice to its entitlement to compensation.
- 6.10 Any penalties applied will be offset and deducted from the SUPPLIER's invoice.

7. Commissioning and testing

- 7.1 Acceptance tests will be carried out by the SUPPLIER in line with the schedule agreed and in the presence of the CLIENT. These tests must include verification of the values warranted.
- 7.2 and endurance tests may be carried out by agreement between the parties.
- 7.3 A written record drawn up by the SUPPLIER and signed by the CLIENT shall state the date on which acceptance tests were completed.



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- 7.4 If the acceptance tests reveal any faults, construction or manufacturing errors or incidents, the SUPPLIER must make the necessary adjustments, corrections or modifications at its own expense and as soon as possible.

8. Acceptance and transfer of title to the works

- 8.1 Following the tests specified in Article 7 above, provisional acceptance will be declared on the date the written record mentioned in paragraph 7.3 is signed.
- 8.2 Transfer of title to the equipment and/or installations and transfer of risks and rewards shall take place on the date of provisional acceptance.
- 8.3 Final acceptance shall take place once the SUPPLIER has remedied all errors or faults identified on a date agreed between the parties. A written record of final acceptance shall then be drawn up. In the event that only some of the equipment is rejected, final acceptance for the equipment that has not been rejected will be declared provided this can be used independently of the parts rejected.

9. Warranties

- 9.1 The SUPPLIER warrants that the DELIVERY will be accomplished according to the state of the art and that:
- if used in accordance with the written instructions the equipment will display no unusual signs of wear and tear or fatigue and all components exposed to wear and tear in use will be designed and arranged so as to make it easy to maintain or replace them.
 - the equipment will be completed in a way that ensures the whole unit works properly and can be operated in accordance with the conditions specified in the ORDER or the CONTRACT.
 - in all features the installation will comply with the technical standards specified in the ORDER.

- 9.2 The warranty period set in the ORDER or the CONTRACT runs from the date of final acceptance.
- 9.3 Until the warranty period has ended the SUPPLIER must take all action necessary at its own expense to ensure the equipment or installations meet(s) the conditions above. If defective parts or components are replaced, a new warranty period of the same length shall apply to the relevant items of the installation. This shall apply to hidden defects likewise.

10. Refusal clause

- 10.1 If the technical quality requirements specified in the ORDER or the CONTRACT are not met after allowing for tolerances, or serious defects likely to compromise the proper functioning, yield, operational safety or useful life of part or all of the DELIVERY before the warranty period has expired, the SUPPLIER must take all reasonable steps to ensure services are provided in accordance with the conditions agreed in the ORDER or the CONTRACT at its own expense based on a schedule agreed with the CLIENT that allows for the operating possibilities and the significance of the defects.
- 10.2 If at the end of the agreed period the SUPPLIER proves unable to make the DELIVERY compliant, the Client will decide, having informed the SUPPLIER, either:
- to accept that the the non-compliant equipment be replaced by the SUPPLIER or a qualified third party, at the expense of the SUPPLIER.
 - to accept the non-compliant equipment as it is and demand a reduction in the price of the DELIVERY,
 - in serious cases, to terminate all or part of the ORDER or CONTRACT. In such cases the CLIENT will remove the equipment refused in accordance with a schedule agreed between the parties.
 - The CLIENT reserves the right to also claim compensation for the prejudice suffered.



11. Packaging and transportation

- 11.1 Packaging and transportation to the site is the sole responsibility of the SUPPLIER, who will arrange the necessary insurance. The SUPPLIER must take all reasonable steps to ensure the equipment is properly protected during transportation and temporary storage (where applicable).
- 11.2 The shipping bills must be completed clearly and accurately, showing the quantity, weight and dimensions and sent to the CLIENT's address in duplicate.
- 11.3 Unless agreed otherwise by the parties, the risks and rewards shall pass to the CLIENT in accordance with Incoterms 2020 DDP, and only after the goods have been unloaded by the SUPPLIER.

12. Price and payment terms

- 12.1 The payment terms of the CLIENT are 30 days net, unless specified otherwise in the ORDER.
- 12.2 The price, duties, discounts and any amendments to the payment terms must be specified in the ORDER.
- 12.3 The CLIENT reserves the right to insist on security for any payments on account requested for the ORDER.
- 12.4 If a modification is made to the DELIVERY while the ORDER or the CONTRACT is under way, the SUPPLIER may only request a price increase where this is agreed in writing.
- 12.5 Prices may only be changed if a revision is explicitly agreed in the CONTRACT or the ORDER and the arrangements have been agreed in writing with the CLIENT.
- 12.6 Unless agreed otherwise, prices include packaging, transportation and all ancillary costs (DDP price as defined in Incoterms 2020)

13. Delivery and acceptance

- 13.1 All shipments must be accompanied by a delivery note showing each item of the ORDER on a separate line and bearing the following information at a minimum:

- ORDER number, address and date of delivery
- number of item
- description of item
- quantity ordered and delivered

- 13.2 On acceptance of the goods, each item delivered must be identifiable by the delivery note

14. Invoicing and payment

- 14.1 The SUPPLIER must issue an invoice bearing the following information at a minimum:
 - CLIENT ORDER number
 - CLIENT reference
 - CLIENT name
 - number of item
 - description of item
 - unit price excluding tax, quantity delivered and total price of position (as shown on the ORDER)
- 14.2 The invoice will be paid on the terms specified in the ORDER.

15. Conclusion of contract

- 15.1 The transaction is validly concluded between the CLIENT and the SUPPLIER:
 - when a CONTRACT between the two parties is signed;
 - when the CLIENT sends an ORDER that matches the quotation from the supplier in all respects.
 - in the event of a discrepancy between the ORDER from the CLIENT and the quotation from the SUPPLIER, when the latter sends the confirmation of the ORDER mentioned in 15.2 below, subject to subsequent consent from the CLIENT.
- 15.2 Order confirmations must be sent by the SUPPLIER within 72 hours. Once this period has passed the order will be deemed accepted as sent.



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16. Applicable law and place of jurisdiction

- 16.1 Relations between the CLIENT and the SUPPLIER shall be governed solely by Swiss law.
- 16.2 Any disputes that may arise concerning the construction or performance of this ORDER shall be heard before the ordinary courts.
- 16.3 The parties chose the registered office of the CLIENT as the place of jurisdiction.
- 16.4 These GTCs have been approved by the governing bodies of the CLIENT and come into effect on 1 June 2021. They may be amended by the CLIENT at any time subject to one month's notice.